

**Addendum #1**  
**Request for Proposals**  
**Recreational Experience Programs**  
**Job Number 12-14-PK**

This addendum is to correct errors found in the first page of the Agreement for Concessions provided as Attachment A to the RFP. The erroneous language suggested that this is a RFP for Food and Beverage Concessions and that is not the case. The City is soliciting proposals from consultants and vendors interested in operating recreation program classes or services at specified parks.

The addendum also clarifies that the City's Recreation Coordinator will be administering the contracts and not the Business Services Manager.

The edited first page of the Agreement for Concessions is provided below.

Acknowledge receipt of this addendum by signing where indicated and including this signed document with your proposal. Failure to acknowledge receipt of this addendum may disqualify your proposal for consideration for contract award.

Receipt of this addendum is hereby acknowledged:\_\_\_\_\_

Addendum issued on January 15, 2014

Barry L. Scott, Purchasing Agent  
Phone: 425-587-3123

## Attachment A

### AGREEMENT FOR CONCESSIONS

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the CITY OF KIRKLAND, a municipal corporation, hereinafter referred to as "City", and \_\_\_\_\_, hereinafter referred to as "Concessionaire."

#### WITNESSETH:

City hereby grants to Concessionaire the right, license, and privilege to operate a ~~food and beverage~~ concession(s) at \_\_\_\_\_ in the manner and for the purpose hereinafter specified.

The following terms, conditions, and covenants shall govern this Agreement:

#### GRANT OF CONCESSION

Concessionaire is granted the right to operate a ~~food and beverage~~ concession(s). The concession shall be operated within the agreed concessions area of \_\_\_\_\_.

Concessionaire's use of the designated area shall not be exclusive; such areas shall remain and be available for use by the City and public.

Concessionaire shall engage in the business of selling/renting equipment ~~concessions~~ or providing recreation services for the following concessions; \_\_\_\_\_ and other approved merchandise.

Any other items must be approved by the ~~Business Services Manager~~ Recreation Coordinator with at least 2 days' notice. ~~Concessionaire shall not engage in the rental of any merchandise, and~~ Concessionaire shall not engage in any other business activity. Prices charged for items must be comparable and competitive with those generally charged in the area for similar items.

#### TERMS OF AGREEMENT

The terms of this agreement shall be for the period beginning \_\_\_\_\_, 20\_\_ and ending \_\_\_\_\_, 20\_\_, with an option by the City to extend this agreement to 20\_\_.

#### LICENSING AND PERMIT REQUIREMENTS

Concessionaire shall, at its own expense, obtain all necessary licenses and permits for the operation hereunder from appropriate local, regional, state and federal agencies. Concessionaire must obtain a City of Kirkland business license or otherwise comply with Kirkland Municipal Code Chapter 7.02. Any modifications or improvements to concession areas required by King County Public Health or the City of Kirkland Building Department or any modifications or improvements desired by the Concessionaire shall